

SUPPLEMENTAL AGREEMENT NO. 3

to the

ADOPTED TERMS

between

VERIZON NEW ENGLAND INC., D/B/A VERIZON MAINE

and

CTC COMMUNICATIONS CORP.

This Supplemental Agreement No. 3 ("Supplemental Agreement") is made this 9th day of July 2001 (the "Effective Date") by and between Verizon New England Inc. d/b/a Verizon Maine, a New York corporation ("VERIZON"), and CTC Communications Corp., a Massachusetts corporation ("CTC"). (VERIZON and CTC may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, pursuant to a letter dated September 21, 2000 (the "Adoption Letter"), CTC adopted certain terms of the Interconnection Agreement between VERIZON and GLOBAL NAPS, INC. for use in the State of Maine ("Adopted Terms") pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act"); and

WHEREAS, VERIZON and CTC wish to exchange certain traffic over two-way trunks groups;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to supplement the Adopted Terms as follows:

1. Supplemental Agreement to the Adopted Terms. Effective as of the date first set forth above, the Adopted Terms are supplemented hereby as follows:

a) Two-Way Traffic Exchange Trunks. Notwithstanding anything set forth in the Adopted Terms, the Parties shall configure separate One-Way Traffic Exchange Trunks for the delivery of traffic from CTC to VERIZON, and for the delivery of traffic from VERIZON to CTC, respectively;

VERIZON-MAINE/CTC

July 09, 2001

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V102300

provided, however, that in lieu thereof, upon receipt of CTC's written request, VERIZON shall provide Two-Way Traffic Exchange Trunks for the exchange of traffic between the networks of VERIZON and CTC, pursuant, and subject, to the terms and conditions set forth below:

(1) Prior to requesting any Two-Way Traffic Exchange Trunks from VERIZON, CTC shall meet with VERIZON to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office and Tandem Traffic Exchange Trunks and the interface specifications at the Point of Interconnection ("POI"). At the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for requests to convert existing End Office and Tandem One-Way Traffic Exchange Trunks to End Office and Tandem Two-Way Traffic Exchange Trunks.

(2) Two-Way Traffic Exchange Trunks shall be from a VERIZON End Office or Tandem to a mutually agreed upon POI. If the Parties cannot mutually agree as to the location of such POI, neither Party shall be obligated hereunder to establish Two-Way Traffic Exchange Trunks. If the Parties cannot agree to the location of the POI, then either Party may dispute the matter in accordance with the dispute resolution provisions at Section 29.9 of the Adopted Terms, and neither Party waives its rights to advocate its respective position as to the interpretation of Applicable Law.

(3) On a semi-annual basis, CTC shall submit a good faith forecast to VERIZON of the number of End Office and Tandem Two-Way Traffic Exchange Trunks that CTC anticipates that the Parties will require from VERIZON during the ensuing two (2) year period. CTC's trunk forecasts shall conform to the VERIZON CLEC trunk forecasting guidelines as in effect at that time.

(4) The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Traffic Exchange Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Traffic Exchange Trunks.

(5) Two-Way Traffic Exchange Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.

(6) With respect to End Office Two-Way Traffic Exchange Trunks, both Parties shall use an economic CCS equal to five (5).

(7) Two-Way Traffic Exchange Trunk groups that connect to a VERIZON access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour; Two-Way Traffic Exchange Trunk groups that connect to a VERIZON local Tandem shall be engineered using a design blocking objective of Neal Wilkenson B.01

VERIZON-MAINE/CTC

July 09, 2001

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V102300

during the average time consistent busy hour. VERIZON and CTC shall engineer Two-Way Local Interconnection Trunks using national standards.

(8) CTC shall determine and order the number of Two-Way Traffic Exchange Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Traffic Exchange Trunk group. CTC shall order Two-Way Traffic Exchange Trunks by submitting ASRs to VERIZON setting forth the number of Two-Way Traffic Exchange Trunks to be installed and the requested installation dates within VERIZON's effective standard intervals or negotiated intervals, as appropriate. CTC shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time. VERIZON may monitor Two-Way Traffic Exchange Groups using service results for the applicable design blocking objective. If VERIZON observes blocking in excess of the applicable design objective on any final Two-Way Traffic Exchange Trunk group and CTC has not notified VERIZON that it has corrected such blocking, VERIZON may submit to CTC a Trunk Group Service Request directing CTC to remedy the blocking. Upon receipt of a Trunk Group Service Request, CTC will complete an ASR to augment the Two-Way Traffic Exchange Group with excessive block and submit the ASR to VERIZON within five (5) business days.

(9) In the event the traffic volume between a VERIZON End Office and the CTC POI, which is carried by a Final Tandem Traffic Exchange Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time or 200,000 combined minutes of use for a single month, CTC shall promptly submit an ASR to VERIZON to establish new End Office Two-Way Traffic Exchange Trunks between that VERIZON End Office and the CTC POI.

(10) Upon request, CTC will submit a written report to VERIZON every six (6) months setting forth trunk utilization information and percentages. CTC will calculate utilization percentages by using a traffic data analysis system specified by VERIZON and a time consistent busy hour.

(11) The Parties will review all Tandem Two-Way Traffic Exchange Trunk groups that reach a utilization level of seventy (70%) of the engineered capacity percent or greater to determine whether those groups should be augmented. CTC will promptly augment all Tandem Two-Way Traffic Exchange Trunk groups that reach a utilization level of eighty percent (80%) of the engineered capacity by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%) of the engineered capacity, unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Traffic Exchange Trunk group with a utilization level of less than sixty percent (60%) of the engineered capacity, unless the Parties otherwise agree, CTC will promptly submit ASRs to disconnect a sufficient number of Traffic Exchange Trunks to attain a utilization level of approximately sixty percent (60%) of the engineered capacity for each respective group, unless the Parties agree that the Traffic Exchange Trunks should not be disconnected. In the event CTC fails to submit an ASR for Two-Way Traffic Exchange Trunks in conformance with this section, VERIZON may bill CTC for the excess Traffic Exchange Trunks at the applicable rates set

VERIZON-MAINE/CTC

July 09, 2001

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V102300

forth in Exhibit A.

(12) The performance standard on final Two-Way Traffic Exchange Trunks shall be that no such Traffic Exchange Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

(13) Because VERIZON will not be in control of the timing and sizing of the Two-Way Traffic Exchange Trunks between its network and CTC's network, VERIZON's performance on these Two-Way Traffic Exchange Trunk groups shall not be subject to any performance measurements and remedies under this Supplemental Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

(14) Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Traffic Exchange Trunk group and install One-Way Traffic Exchange Trunks to the other Party's POI.

(15) Both Parties shall use either a DS-1 or DS-3 interface at the POI for Two-Way Traffic Exchange Trunks. Upon mutual agreement, the Parties may use other types of interfaces, such as STS-1 or OC-n, at the POI, when and where available. When Two-Way Traffic Exchange Trunks are provisioned using a DS-3 interface facility, one Party, by mutual agreement, shall order the multiplexed DS-3 facilities to the VERIZON Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location. The specific NECA 4 Intermediate Hub location to be used for Two-Way Traffic Exchange Trunks shall be in the appropriate Tandem subtending area based on the LERG. In the event the appropriate DS 3 Intermediate Hub is not used in the ordering process, then CTC shall pay 100% of the facility charges.

(16) Notwithstanding any other provision of the Adopted Terms or this Supplemental Agreement, Two-Way Traffic Exchange Trunks shall only carry Local Traffic, IntraLATA Toll Traffic and Internet Traffic.

(17) If CTC materially breaches a material term of this Section 1(a), and has not remedied such breach within thirty (30) days of written notice thereof, VERIZON may cease provisioning Two-Way Traffic Exchange Trunks under this Supplemental Agreement.

(18) Any Tandem Two-Way Traffic Exchange Trunk group between the CTC's POI and a VERIZON Tandem will be limited to a maximum of 240 trunks unless otherwise agreed to by the Parties. In the event that any Tandem Two-Way Traffic Exchange Trunk group exceeds the 240 trunk level at any time, CTC shall promptly submit an ASR to VERIZON to establish new or additional End Office Trunk groups to insure that such Tandem Two-Way Traffic Exchange Trunk group does not exceed the 240 trunk level.

VERIZON-MAINE/CTC

July 09, 2001

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V102300

(19) CTC will route its traffic to VERIZON over the End Office and Tandem Two-Way Traffic Exchange Trunks in accordance with SR-TAP191, including but not limited to those industry standards requiring that a call from CTC to a VERIZON End Office will first be routed to the End Office Traffic Exchange Trunk group between CTC and the VERIZON End Office.

(20) When the Parties implement Two-Way Traffic Exchange Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, where the numerator is the total number of minutes of traffic carried from CTC to VERIZON on all Two-Way Traffic Exchange Trunks and the denominator is the total number of minutes of traffic carried over such Two-Way Traffic Exchange Trunks. CTC will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Local Interconnection Trunks ride equal to CTC's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of the facility that is on CTC's side of the CTC's-IP, which charges shall be solely the financial responsibility of the CTC. Non-recurring charges for the facility on which the Two-Way Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the CTC-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on CTC's side of the CTC-IP, CTC shall be solely responsible for the non-recurring charges. If CTC is required to establish geographically relevant interconnection points in accordance with Applicable Law or in accordance with its underlying Interconnection Agreement or Adopted Terms, and CTC fails to establish such geographically relevant interconnection points, the PPU will be one hundred percent (100%) until CTC establishes such geographically relevant interconnection points. During the first calendar quarter (and any partial quarter) after Two-Way Traffic Exchange Trunks are initially established, PPU will be fifty percent (50%). In each quarter thereafter, the Parties may recalculate the PPU using actual traffic usage for the preceding three month period. When One-Way Traffic Exchange Trunks are converted to Two-Way Traffic Exchange Trunks, CTC will pay fifty percent (50%) of the non-recurring charges.

2. Conflict between this Supplemental Agreement and the Adopted Terms. This Supplemental Agreement shall be deemed to revise the terms and provisions of the Adopted Terms to the extent necessary to give effect to the terms and provisions of this Supplemental Agreement. In the event of a conflict between the terms and provisions of this Supplemental Agreement and the terms and provisions of the Adopted Terms, this Supplemental Agreement shall govern, *provided, however*, that the fact that a term or provision appears in this Supplemental Agreement but not in the Adopted Terms, or in the Adopted Terms but not in this Supplemental Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Supplemental Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

VERIZON-MAINE/CTC

July 09, 2001

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V102300

4. Captions. The Parties acknowledge that the captions in this Supplemental Agreement have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Supplemental Agreement.

5. Scope of Supplemental Agreement. This Supplemental Agreement shall amend, supplement, modify and revise the Adopted Terms only to the extent set forth expressly in Section 1 of this Supplemental Agreement, and, except to the extent set forth in Section 1 of this Supplemental Agreement, the terms and provisions of the Adopted Terms shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Supplemental Agreement to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

CTC Communications Corp.

VERIZON -MAINE

By:_____

By:_____

Printed:_____

Printed: Jeffrey A. Masoner

Title:_____

Title: Vice-President - Interconnection Services
Policy & Planning

VERIZON-MAINE/CTC

July 09, 2001

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